

熊猫速汇用户使用条款

介绍

这是您和 Wo Transfer (HK) Limited 公司及关联公司 (以下简称“Wo Transfer 公司”) 之间的协议(以下简称“本协议”);您在使用 Wo Transfer 公司旗下的熊猫速汇服务以及访问和使用 Wo Transfer 公司的网站(本协议中的“网站”包括 www.pandaremit.com、公司各移动网站以及移动应用程序, 熊猫速汇微信公众号等)及其由公司与合作机构共同提供的服务(以下简称“熊猫速汇”或“服务”)时必须遵守本协议各项条款规定。您必须阅读、同意并接受本协议中包含的条款和条件, 并且 Wo Transfer 公司仅对服务负责。此用户协议在 2018 年 8 月 1 日生效。如果您不同意受本协议约束,请不要访问或使用该服务。如访问和使用本服务即表示您同意本协议。

Wo Transfer 公司保留在不提前通知用户的情况下, 对本协议条款或业务规则做任何修改或补充的权利, 修改或补充后的协议条款或业务规则将在本网站公布, 并自公布时立即生效。未来发布的任何新的基于本服务的增强功能, 包括新的工具和资源都将自动适用本协议, 您继续访问本网站或继续使用新服务即视为您接受修订后的本协议及业务规则; 否则, 您应通过停止访问且拒绝使用服务、删除您在本网站的帐户等方式终止本协议。

您所在国家和地区的汇款服务(“所在地汇款”)由 Wo Transfer 及合作机构(以下简称“合作机构”)提供, Wo Transfer 及合作机构均持有您所在的当地合法的金融汇款牌照。

您知晓并同意:

- a)您向 Wo Transfer 提供的信息将被发送至 Wo Transfer 或合作机构并用于注册 Wo Transfer 或合作机构的用户账户以便为您提供服务;
- b)所在地汇款由 Wo Transfer 或合作机构提供, 您授权 Wo Transfer 或合作机构接收您的汇款请求并为您汇出款项; 如果有需要, 您同意 Wo Transfer 公司或 Wo Transfer 与合作机构合作共同完成服务;
- c)您必须阅读, 同意并接受您与 Wo Transfer 或合作机构之间的用户协议(以下简称“Wo Transfer 或合作机构用户协议”, 详见附件), Wo Transfer 或合作机构用户协议构成本协议的一部分(Wo Transfer 或合作机构用户协议和本协议合称“本协议”)。如果您不同意受 Wo Transfer 或合作机构用户协议的约束,请不要访问或使用本服务。如访问和使用本服务即表示您同意 Wo Transfer 或合作机构用户协议。

在使用本协议时, “公司”、“我们”、“我方”和“我们的”均指代 Wo Transfer 公司及其员工、顾问、总监、继承者、子公司、附属公司以及受让人。“您”和“您的”均指代本服务的用户, 包括汇款人或网站访客。

服务概述

本服务是为了帮助您向亲朋好友发送汇款而创建的。我们建议您仅使用本服务向熟人汇款, 切勿使用本服务向陌生人汇款。

本服务旨在帮助用户在全球范围内汇款、请求汇款、收款。“汇款人”指的是利用本服务进行汇款的个人。“收款人”指的是通过本服务接收汇款的个人。“交易”指的是通过本服务进行汇款

的具体操作。“交易金额”指的是汇款人针对相关交易而向我们提供的金额(不包括交易费)。

“支付金额”指的是向收款人或服务公司支付的金额,不包括依据收款国家/地区相关法律可能征收的税费或手续费(“地方税”)。公司概不负责对任何用户依据收款国家/地区相关法律可能征收的税费或手续费(“地方税”)。

使用本服务

1. 您必须拥有依据法律签订协议的资格。您必须年满十八(18)周岁且您须能根据适用法律签署具有法律制约性的合同,方可作为汇款人访问或使用本服务。其他限制条件可能同时适用。**您知晓并同意,如果您与 Wo Transfer 或合作机构的用户协议若不需要您年满十八周岁或不需要您为个人,此条应优先适用。**
2. 您在访问和使用本服务时可能会消耗网络流量,由此产生的流量费等费用由您的电信服务提供商收取,具体收费标准请向您的电信服务提供商咨询。我们概不承担您在使用此服务时候,服务运营商向您收取的任何数据流量费用和其他费用。
3. 某些用户无法使用:本服务在不同国家/地区及司法管辖区内可能会出现部分或全部功能无法使用的情形,具体视当地法律法规而定。
4. 使用本服务,您必须满足 Wo Transfer 或合作机构用户协议的资格要求。
5. 请您确认允许熊猫速汇与 Wo Transfer 或合作机构仅在出于为您提供服务之必要的目的而与您的汇款人分享您提供给熊猫速汇的信息。您还确认您的收款人是您生活中的熟人,并且他还允许您向熊猫速汇与 Wo Transfer 或合作机构提供所必须的身份信息(包括但不限于姓名,国籍,身份证号码,银行账户信息,联系地址,手机号码等)。您进一步承诺并确认你保证收款人阅读并同意我们与 Wo Transfer 或合作机构的隐私条款。
6. 使用本服务,您必须满足您所在国家和地区的汇款服务 Wo Transfer 或合作机构用户协议(详见附件),并且您同意受 Wo Transfer 或合作机构用户协议约束。
7. 访问和使用本服务,即表示您满足这些要求,并且您同意受本协议约束。

访问和使用要求

访问和使用本服务,您需要一台支持熊猫速汇并拥有互联网接入功能的设备。您负责设备和相关配套的安装、维护和操作。此外您还需负责在设备上进行合适的病毒防护措施。公司概不负责用户由于设备错误或故障造成的任何损失,公司概不负责用户设备由于病毒,间谍软件,恶意软件,蠕虫或相关的问题造成的任何损失。

此外对于您提供给我们的信息延迟(包括但不限于:服务运营商延迟,互联网浏览器故障等)造成的任何损失,公司概不负责。您在访问和使用本服务时可能会消耗网络流量,您将承担由此产生的流量费等费用,具体收费标准请向您的电信服务提供商咨询。

要约和承诺

如果您提交一笔交易,则表示请求我们和/或 Wo Transfer 或合作机构处理这笔交易,对此要约,我们和/或 Wo Transfer 或合作机构有权通过自行决定接受或是拒绝。**如您与 Wo Transfer 或合作机构之间的用户协议另有约定,请以 Wo Transfer 或合作机构用户协议为准。**

付款

1. 您同意对于自己提交的每笔交易，除交易金额外，还需向我方和/或合作机构支付服务费。服务费应在您的交易提交进入处理时支付。
2. 如果相关交易需要从汇款人银行账户扣款，您同意 Wo Transfer 或合作机构出于确认账户所有权的目的是，可随时从您的银行账户中扣除低于转账金额的资金。
3. 为了方便您向我们和/或合作机构付款，您在使用本服务时需授权 Wo Transfer 或合作机构访问您所提供的任意付款工具，并授权我们和/或合作机构从中收款或扣款。
4. 如果出现扣款失败或金额不足，Wo Transfer 或合作机构可以一次或多次重新尝试从付款工具中扣款，或者您也可以授权 Wo Transfer 或合作机构尝试从其他付款工具扣款。例如，如果您在提交交易时银行账户中的资金不足，Wo Transfer 或合作机构可以尝试从您的其他银行账户扣款。您声明并保证自己合法拥有这些付款工具。
5. 如果出现实际付款金额不足或超出您提交的交易金额，您同意 Wo Transfer 或合作机构可以按您实际支付的金额进行货币兑换并解付给收款人。例如，如果您在提交交易时，实际付款未达到或超出交易的金额，Wo Transfer 或合作机构可以按您实际支付的金额进行货币兑换，并将兑换后的货币解付给收款人。
6. 您声明并保证自己合法拥有这些付款工具。我们和/或合作机构概不承担您的付款工具所属金融机构可能收取的任何手续费或费用。例如(但不限于)您将信用卡作为付款工具时，发卡机构可能向您收取提现费用和利息。我们和/或合作机构不承担任何此类费用，也不承担您的银行、信用卡发行机构或其他提供商因您使用本服务而可能向您收取的任何存款不足费、扣款费或其他类似费用。
7. 如果您的交易需要用一种货币付款而用另一种货币收款，则我们和/或合作机构通常会赚取其中的汇率差，即我们购买该外币时的汇率与提供给您的汇率之间的差额。在向收款人的银行账户汇款时，您同意对方的银行账户应采用与该交易相同的货币计价(例如，如果您要求我们和/或合作机构向收款人的银行账户存入人民币，则您应确认收款人的银行账户也同样采用人民币计价)。
8. **您知晓并同意此部分仅为概述性描述，如您与 Wo Transfer 或合作机构之间的用户协议关于付款另有约定，请以 Wo Transfer 或合作机构用户协议为准。**

收款

1. 服务提供商:我们携手收款人当地银行、货币兑换点及其他持牌第三方服务提供商共同为收款人提供此服务。我们会及时在网站上公布相关服务提供商的位置、服务可用性和工作时间等最新信息。此外您同意我们对 Wo Transfer 公司网站信息的准确性或完整性不承担任何责任。
2. 验证:收款人在提取款项前可能需要出示有效的身份证明。具体详见可接受的身份证件列表。此外，收款人可能需要提供交易号或与此交易相关的其他类似标识符。您授权公司可出于提供服务的目的联系您的收款人或服务公司，并存储所有此类数据。请在提交交易前，核实账户信息和银行详细信息是否正确，因为我们不负责检查任何信息是否准确。如果账户信息和银行详细信息不正确，您的款项可能会存入错误的银行账户且无法追回。

限制

1. **我们和/或合作机构有权根据法律规定或者自行决定随时拒绝任何交易或限制每笔或每几笔交易的转账金额，恕不提前通知。此类限制可以针对个人账户、多个相关账户或家庭账户，具体情况由我们和/或合作机构自行决定。**
2. 我们和/或合作机构有权随时修改或终止本服务(或部分服务)，可以事先通知或不通知。在收款人收到相应金额前，您的交易可能被延迟或取消，恕不提前通知。我们和/或可能出于以下原因延迟或取消您的交易，包括但不限于:身份验证;交易指令和付款工具验证;反欺诈和反洗钱法合规性审查;联系并找到您、合作伙伴、服务提供商、您的汇款人或收款人;Wo Transfer 或我们的合作机构和/或服务提供商的营业时间、系统可用性和货币供应情况也可能造成服务延迟。不过，在某些情况下您有权要求退款，详见下文【错误和退款】所述。
3. **您同意仅使用本服务向熟人汇款且用于个人目的。如果我们和/或合作机构发现您将本服务用于向企业或其它非自然人的实体请求或发送交易，或向服务公司支付非本服务所规定的服务费，我们和/或合作机构可以自行决定取消您的交易并关闭您和/或您汇款人或收款人的账户。**
4. 您确认，对于自己在使用本服务时因将本服务用作商业用途而导致的后果，Wo Transfer 公司不承担任何责任;这些后果包括采购任何商品或服务所带来的所有风险，包括但不限于，使用本服务支付的商品和服务未予交付或存在瑕疵而蒙受的损失。
5. 违禁交易:您在使用本服务时不得违反本协议或任何适用法律、规则或规定。您在使用本服务时不得违反本协议或任何适用法律、规则或条例。将本服务用于任何以下活动即视为违反本协议，包括但不限于:色情材料或服务;赌博活动;欺诈;洗钱;资助恐怖组织;买卖烟草、军火、处方药或其他管制物质;或向任何违反本协议的收款人汇款。如果您将本服务用于任何非法行为，我们有权向相关执法部门举报。本服务是为了帮助客户向亲朋好友发送汇款而创建的。如果某笔交易疑似用于本协议禁止的用途，包括向企业或其它非自然人的实体请求或发送交易，我们和/或合作机构有权自行决定取消该笔交易并关闭其账户。您确认，对您违反本协议使用服务的行为负责。
6. 如果某笔交易疑似用于本协议禁止的用途(例如商业用途)，包括但不限于购物或支付任何形式的服务，我们和/或合作机构有权自行决定取消该笔交易并关闭其账户。我们和/或合作机构并非接受所有用户的所有付款工具。我们和/或合作机构有权自行决定拒绝使用某些付款工具的交易。我们和/或合作机构有权自行决定拒绝来自某些汇款人、或向某些收款人或合作伙伴、服务提供商支付的款项。
7. 未经 Wo Transfer 和/或合作机构明确同意，您不得以如下身份请求、提交或接收交易:代表任何他人;代表企业或其他非自然人实体;或代表慈善机构。我们和/或合作机构有权随时自行决定:拒绝任何交易;关闭某个人、与此人相关的人员或与此人同住一家的人员所持有的多个账户。
8. 您一旦提交交易，我们和/或合作机构通常不会允许您再更改交易的具体内容。我们和/或合作机构认为您所提供的信息准确无误，并且您应当在提交前确保自己的交易明细准确无误。
9. 如果您在同意并接受本协议时未满十八(18)周岁，我们不对您使用本服务所产生的任何损失承担责任。
10. 作为我们网站或服务的用户、或在与服务互动的过程中，您不得:
 - 10.1. 违反本协议，或您与公司之间签订的任何其他协议;
 - 10.2. 开设多个账户;

- 10.3. 提供虚假、不准确或误导性信息;
 - 10.4. 拒绝配合调查, 或拒绝确认自己的身份或拒绝确认向我们提供的信息;
 - 10.5. 使用匿名代理服务器;
 - 10.6. 从信用卡中提现(或帮助他人提现);
 - 10.7. 与服务公司、收款人或收益人之外的任何人员分享交易号或信息, 并且您应提醒汇款人、收款人或收益人不得分享交易号或信息;或
 - 10.8. 与服务公司、收款人或收益人之外的任何人员分享交易号或信息, 并且您应提醒收款人或收益人不得分享交易号或信息;
11. **您知晓并同意, 如您与 Wo Transfer 或合作机构的用户协议关于限制另有补充约定的, 您需要同时遵守该等补充约定; 您进一步知晓并同意, 本部分第 1 条关于转账金额和第 3 条关于汇款目的的限制约定具有优先性, 即使 Wo Transfer 或合作机构用户协议另有约定, 本部分第 1 条和第 3 条也应当得到优先适用。**

信息收集

1. 隐私政策:您如果同意本协议, 即表示您确认并同意我们的隐私政策, 这也是您与公司之间的协议。有关隐私政策条款, 请参阅我们的网站或单击此处:[隐私条款](#)。
2. 客户身份识别程序:为帮助政府打击恐怖组织筹资和洗钱活动, 您所在国家和地区的法律要求我们和/或合作机构获取、核实并记录您的相关信息。我们和/或合作机构可能会要求您提供关于您本人、收款人的非公开的个人身份识别信息。我们和/或合作机构还可能在您不知情的情况下从其他来源合法获取您的相关信息, 例如我们和/或合作机构可能在您访问公司网站时获取您的非个人身份识别信息。请参阅我们和合作机构的隐私政策。
3. 向政府报告:我们和/或合作机构可能向政府部门和执法机构提供您和您交易的相关信息, 具体规定请参阅隐私政策中的相关说明。
4. 信息核实:您授权我们可以直接或通过第三方进行必要的查询, 以核实您向我们提供的信息。您授权我们可以直接或通过第三方进行必要的查询, 以核实您向我们提供的信息。这可能包括要求您提供其他信息, 要求您确认电子邮件地址、移动设备或金融工具的所有权, 或通过第三方数据库或其他来源核实您的信息。
5. 资料收集:为遵循“反洗钱, 反恐融资和非法活动收益法”以及可能适用的其他法律和法规时。除上述外,我们和/或合作机构可能还需收集以下资料:您的身份证详细信息, 护照详细信息, 职业详情, 银行账户信息, 工资范围, 资金来源和其他相关联系方式。

错误和退款

退款:通常情况下我们不提供退款, 除非是我们的工作错误。但如果您提供汇款人的全名、地址、电话号码、交易订单号、交易金额以及您的退款请求的原因,我们和/或合作机构将考虑您的书面退款请求(通过电子邮件、传真提交)。

我们会在收到取消请求后尽量避免从您的付款工具中扣款。但在某些情况下, 我们和/或合作机构可能在收到取消请求前已经向您的金融机构发起了不可撤销的扣款请求。此时, 即使取消了交易, 您的付款工具也可能已经完成扣款。

退款金额将记入您支付交易款项的同一个付款工具中。退款仅以付款原币种支付。退款金额将不会根据您的提交交易后的外币汇率变动情况进行调整。

一般条款:对本服务如有任何问题,请及时告知我们。您可以通过本协议底部的联系方式与我们联系。

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本服务所包含或随本服务一起分发的技术和软件均为 Wo Transfer 公司及其附属公司和合作伙伴或者服务提供商的财产(以下统称“软件”)。根据本协议的条款与条件, Wo Transfer 公司在此授予您不可转让、不可再授权及非独有的权利和许可,允许您仅在自己的设备上使用任何与本服务有关的软件对象代码,前提是您同意不得复制(除非其中明确许可)、修改、创作衍生作品、反向工程、反向组装或以其他方式尝试发现任何源代码、出售、转让、再授权或以其他方式转让本软件的任何权利。其中未明确授予的任何权利均为公司所有。

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责任限制

对于任何直接、间接、附带、特殊、后果性或排除性损失(除退回交易金额和交易费以外),包括但不限于,因公司、其供应商、分销商、合作机构、服务提供商、服务公司或其相应的子公司、管理人员、代理、合作伙伴、员工或顾问的疏忽大意引起的利润损失、商誉、使用、数据或其他无形损失,如果总额超过 500 美元,公司、其提供商、供应商、合作机构、服务提供商、服务公司或其相应的子公司、官员、管理人员、代理、合作伙伴、员工或顾问不承担任何责任。

赔偿

您同意,如因您本人使用本服务、连接本服务、违反用户协议、违反任何法律条例或违反任何第三方权利引起或导致任何第三方提出任何索赔或索求,包括合理的律师费用,您将一概免除公司、其提供商、供应商、合作机构、服务提供商、服务公司及其相应子公司、官员、管理人员、代理、合作伙伴、员工及顾问的全部责任,您进一步同意维护其权利并不损害其利益。

其他条款

1. **客户更新:**您如果更改电子邮件地址和电话号码, 必须及时在我们的网站上更新您的个人资料以告知我们。您如果更改了电子邮件地址或电话号码, 必须及时在我们的网站上更新您的个人资料以告知我们。如果没有正确的联系方式, 我们就无法通知您相关的重要信息或交易状态的变动。
2. **优先性:** **合作机构用户协议构成本协议的一部分。您与合作机构之间, 合作机构用户协议优先适用, 除非本协议的条款明确表示或有意取代合作机构用户协议中的部分条款, 则本协议的条款优先适用。**
3. **完整协议:**本协议构成您与公司和/或合作机构之间就此服务达成的完整协议, 取代之前您与公司和/或合作机构和/或任何其他方就此服务达成的所有协议。
4. **权利放弃:**如果仲裁人或具有管辖权的法院发现本协议的任何条款无效, 双方应同意, 仲裁人或法院应努力保留条款中所反映的本协议意图的适当效力, 且用户协议的其他条款仍完全有效。公司未执行或实施本协议的任何权利或条款并不代表放弃了此类权利或条款, 也不保证公司未来将重复此类行为。如果仲裁人或具有管辖权的法院发现本协议的任何条款无效, 双方应同意, 仲裁人或法院应努力保留条款中所反映的本协议意图的适当效力, 且用户协议的其他条款仍完全有效。
5. **修改:**我们有权不定期地修改本协议, 若非法律明确要求, 恕不另行通知。您可以随时登录我们的网站, 查看用户协议的最新版本。如果您不同意任何修改或补充条款, 您可以终止使用本服务。如果您在补充或修改条款生效后继续使用本服务, 即视为您接受了该补充或修改条款。您同意不得修改本协议, 并确认您对本协议的任何修改企图都是无效的。
6. **语言:**如果发现我们网站上的中文和英文或其他语言文本(包括用户协议)之间存在任何不一致, 应以中文版为准。
7. **有关国际使用的特别说明:** 与本服务相关的软件和数据传输(如有)应遵守美国出口管制的规定。从本服务网站下载软件, 或出口或重新出口软件时, 不得违反美国出口法律。下载或使用软件时应风险自担。鉴于互联网的全球性质, 您同意在使用本服务时应遵守当地相关法律法规, 包括线上行为和可接受内容的规定。

安全

1. 您账户的安全和完整性至关重要, 公司将竭尽全力确保您的信息安全无虞。此服务是一个安全便捷的转账途径, 帮助您为家人和其他可信人员汇款。但是, 骗局和诈骗犯无处不在, 因此我们强烈建议您不要向陌生人汇款。如果发现任何个人或实体不当使用本服务, 请立即给我们发送电子邮件。
2. 如果您认为自己已经或可能成为欺诈受害者, 请立即联系我们。如果发现任何个人或实体不当使用本服务, 请立即给我们发送电子邮件。

联系方式

如有任何疑问、通知、退款请求或需更多信息, 请联系我们。

电子邮箱:service@pandaremit.com

Panda Remit U.S. User Agreement

Wo Transfer Fintech Inc.
United States

Effective January 27, 2021
Version 1.1

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Panda Remit

United States User Agreement

Overview

This agreement (the “Agreement”) sets out the terms and conditions governing your use of the Panda Remit service (the “Service”). You may access the Service through the website with its home page located at www.pandaremit.com (the “Service Website”) or via the official Panda Remit apps on the Android and Apple app stores. As used herein, the terms “Bank”, “we,” “us,” and “our” mean Community Federal Savings Bank, and “Panda Remit” means WoTransfer Fintech Inc. unless specifically stated otherwise. “You” and “your” means the person who is using the Services to transfer funds from a US bank account.

This is Your Contract with CFSB and Panda Remit

Read this Agreement and keep it for your records. By visiting the Panda Remit Website at www.pandaremit.com and/or using the Panda Remit Services (including downloading and using the Panda Remit App, or via the API, a social media platform, or other authorized third party), you confirm that you accept and agree to this Agreement including any Customer Updates and additional documents). If you do not agree, you may not use our (CFSB and Panda Remit) Services. By accessing the Service Website or using the Service, you agree to the terms of this Agreement and agree that you will comply with all applicable laws.

Eligibility and Registration

In order to use the Service, you first must register. As part of your registration and use of the Service, you represent and warrant that:

1. If an individual, you are of the legal age of majority in your jurisdiction, but in all events at least 18 years old;
2. You have full authority to enter into this Agreement;
3. You hold a US bank account that will be the source of funds for transfers using the Service;
4. You will not be violating any laws or regulations by registering with us, entering into or by performing any part of this Agreement, or by otherwise using the Service;
5. You are not an agent acting for an undisclosed principal or third-party beneficiary. In the event that you are acting for a third party, you agree to provide us with certified copies of identification evidence of such authorizations that you have received from the third party and obtain our express approval before acting on that third party’s behalf;
6. All information provided by you as part of your registration and use of the Service is accurate and complete, and you undertake to promptly notify us of any changes to such information
7. You will ensure that your contact details provided at registration remain accurate and up to date. We will use those contact details to contact you wherever required under this Agreement or in connection with the Service. You may update your contact details at any time by logging in to the Service Website.

Identity Verification Process

To help the government fight the funding of terrorism and money laundering activities, Federal law requires the Bank to obtain, verify and record information that identifies each person to whom we provide certain types of services. What this means for you when you use our Service we will require you to provide your name, address, date of birth, taxpayer ID, phone number, email address, and other information that will allow us to identify you. We may require you to provide documentation, which may include your passport, driver's license, or other government issued photo identification document. We may also contact you if we have additional questions.

Identity verification checks may increase the time for processing your payment order. We carry out verification checks, and these checks may increase the time it takes to process your payment order. We cannot be responsible for any delays as a result of carrying out those checks.

General Description of the Panda Remit Service

The Service enables the transmission of funds to recipients ("**Recipients**") located in other countries in a currency other than United States Dollars ("**USD**"). Funds are transmitted to Recipients via electronic funds transfer, wire transfer or other electronic methods. The Service, as described herein, may be amended by us at any time, upon notice, as set forth above. Moreover, we retain full discretion to refuse to accept any user or to complete any instruction to send money (a "**Transaction**") at any time.

Compliance with Office of Foreign Assets Control ("**OFAC**")

All U.S. persons, including U.S. banks, bank holding companies, and non-bank subsidiaries, must comply with OFAC's regulations. This means that we may institute a hold on your account or your funds, if you are, or we have reasonable belief that you are a Specially Designated National, fall into the scope of a country-based sanction program.

Service Offered

The Service offered generally includes two types of orders:

- **Fixed Target Payment Orders**, where you instruct us to transfer a specific amount of foreign currency (not U.S. dollars) to a Recipient.
- **Fixed Source Payment Orders**, where you instruct us to convert a specific amount of U.S. Dollars into a specified foreign currency and then to transfer the resulting converted amount to the Recipient.

Unlawful And Other Impermissible Use

You agree not to use the Service for any unlawful activity, and we reserve the right to investigate any suspicious activity or in response to any complaints or reported violations. When investigating any such activity, we reserve the right to report suspected unlawful activity to any appropriate regulatory or similar authority or person and to provide such authority or person any relevant information, including personal data.

More specifically, you are not allowed to use our Services for any of the following purposes:

- in connection with the sale or distribution of any prohibited or illegal good or service or an activity that requires a governmental license where you lack such a license;
- in connection with the sale or distribution of marijuana or marijuana paraphernalia, regardless of whether or not such sale is lawful in your jurisdiction;
- in connection with the sale or distribution of any material that promotes violence or hatred;
- in connection with the sale or distribution of adult content;
- in connection with the sale or distribution of goods or services that violate the intellectual property rights of a third party;
- in connection with the sale or exchange of cryptocurrencies;
- as part of a Ponzi-scheme or pyramid selling;
- as part of any gambling or regulated financial services you may provide; or
- in connection with the sale or distribution of firearms or other weapons, military or semi-military goods, military software or technologies, chemicals, prescription medications, seeds or plants, dietary supplements, alcoholic beverages, tobacco goods, jewels, precious metals, or stones.

Property

"Panda Remit Property" includes any software (including without limitation the App, the API, developer tools, sample source code, and code libraries), data, materials, content and printed and electronic documentation (including any specifications and integration guides) developed and provided by us or our affiliates to you, or available for download from our Website or the Panda Remit Apps. You may not, and may not attempt to, directly or indirectly:

- transfer, sublicense, loan, sell, assign, lease, rent, distribute, or grant rights in the Service or the Panda Remit Property to any person or entity;
- remove, obscure, or alter any notice of any of our trade marks, or other "intellectual property" appearing on or contained within the Services or on any Panda Remit Property;
- modify, copy, tamper with, or otherwise create derivative works of any software included in the Panda Remit Property; or
- reverse engineer, disassemble, or decompile the Panda Remit Property or the Services or apply any other process or procedure to derive the source code of any software included in the Panda Remit Property or as part of the Services.

Panda Remit App

The Panda Remit App is subject to this Agreement and the Apple and Google App Store rules. Panda Remit licenses the use of the App to you on the basis of this Agreement and subject to any rules and policies applied by any App Store provider or operator whose sites are located at the Apple App and Google Play App stores. Panda Remit does not sell the App to you and it remains the owner of the App at all times.

App updates

From time to time updates to the App may be issued through Apple App Store or Google Play. Depending on the update, you may not be able to use our Services via the App until you have downloaded the latest version of the App and accepted any new terms.

Your right to use the App and the API

In consideration of you agreeing to abide by the terms of this Agreement, Panda Remit grants you a non-transferable, non-exclusive license to use the App on your device and the API subject to this Agreement. Panda Remit reserves all other rights.

Multiple Registrations

Multiple registrations are prohibited. You may register only once, and each user must maintain a separate registration. If we detect multiple active registrations for a single user, we reserve the right to merge or terminate the registrations and refuse you all continued use of the Service without notification to you.

Payment Methods

We only accept payment for your transfer via ACH Pull Direct Debit, or, if you choose to initiate the transfer of funds from Your Bank Account, an ACH Push or domestic Wire Transfer. No other payment methods are accepted, including cash, mailed check, or electronic check. The payment instrument must be in your name. If your payment order is received by us after 5pm EST on a Business Day or not on a Business Day, your payment order will be deemed received on the following Business Day.

Payment by ACH Pull Direct Debit

- If you choose to pay for your transfer using our ACH Pull direct debit feature, you will need to provide your bank account details, including your bank account number and routing number (each such bank account is deemed **“Your Bank Account”**).
- When you choose to pay for your transfer using our ACH Pull direct debit feature and provide Your Bank Account details, you represent that Your Bank Account payment details are correct, that you are authorized to access and transmit funds from Your Bank Account, that Your Bank Account is in good standing with the account-holding financial institution, and that you have the authority to initiate an electronic funds transfer in the amount at issue to or from Your Bank Account.
- When you choose to pay for your transfer using our ACH Pull direct debit feature and by providing Your Bank Account details and requesting a Transaction, you authorize us or our third-party vendors to initiate electronic credits and debits to Your Bank Account through the automated clearinghouse (ACH) network in order to process the requested Transaction, including any applicable fees and charges.
- If you choose to pay for your transfer using the ACH Pull direct debit feature, then your payment order will remain inactive until we receive authorization (“Auth”) or we receive your funds (the “Deposit Payment”) to our specified account.
- Your authorization shall remain in effect for any Transaction that you have authorized while a registered user with the Service unless canceled in accordance with this Agreement.

Payment by Wire or ACH Push

- If you choose to pay for your transfer using the ACH Push or domestic wire transfer method, then your payment order will remain inactive until we receive your funds (the “Deposit Payment”) to our specified account.
- Deposit Payments must be made to our specified account via ACH Push or domestic wire transfer. If for any reason your Transaction is cancelled or refused, then we will promptly return the deposit to the account from which it originated. In the event that we are unable to return the deposit, then we will promptly contact you using the most current contact information provided to us by you through your Panda Remit account registration.

Exchange Rates

The “**Transaction Amount**” is the amount that you send from Your Bank Account in an ACH Pull Transaction or the Deposit Payment in an ACH Push or wire transfer, minus any applicable fees and prior to any foreign exchange conversion.

Locked-In Exchange Rates.

We always specify the exchange rate applicable to your Transaction at the time you submit your requested Transaction, and this exchange rate will be locked-in (the “**Locked-In Exchange Rate**”) for a period of 24 hours from the time you initiate your payment (the “**Specified Period**”). We will convert the Transaction Amount at the Locked-In Exchange Rate, provided that your Transaction Amount reaches our specified bank account within the Specified Period.

Unlocked Exchange Rates.

If the Transaction Amount reaches our specified bank account after the Specified Period, we will convert your funds at the **Unlocked Exchange Rate**, as defined below, which means that the exchange rate could be higher or lower than the Locked-In Exchange Rate.

1. We, through Panda Remit, make reasonable efforts to align Unlocked Exchange Rates with the mid-market rate in global currency markets at the time of conversion. Panda Remit relies on aggregated third party information sources (including exchange rates under license from XE.COM Inc. [“XE”, <http://www.xe.com/>]), and we do not guarantee that the rates match any particular benchmark source at any given time. We are not liable if the amount received by the Recipient is less than anticipated as a result of changes in the global currency markets.
2. Neither we nor any of our service providers take any margin or spread on the exchange rate associated with your Transaction; hence, there are no buy and sell rates. The rate that you receive is exactly the same rate as your counterparty. The only fees you pay us for the Service are the Transaction Fees and Administration Fees described in herein.
3. For the avoidance of doubt, we do not currently offer the ability to make recurring payments or forward contracts as part of our Services.

Transaction History

You can access the details of all your Transactions and other information relating to your use of the Service by logging into the Panda Remit App or contacting Panda Remit customer service.

Refused Transactions

We reserve the right in our sole discretion to refuse any Transaction. Reasons for refusal may include, but are not limited to: an inability to match your registration information with your bank account details, compliance or potential fraud issues, incorrect Recipient details, or an insufficient deposit amount. We generally will attempt to notify of you of any refusal, using the contact information provided as part of your registration, stating (where possible) the reasons for the refusal and whether the problem can be corrected. We will not notify you of a refusal where to do so would be unlawful.

Cancellation of Transactions

You may cancel your Transaction for a full refund (a) within 30 minutes of authorizing your Transaction if: (1) The request to cancel enables us to identify the sender's name and address or telephone number and the particular transfer to be cancelled and (2) Recipient has not yet received their funds or (b) at any time thereafter if the Transaction Amount has not yet been completed in accordance with your order. If the Transaction is cancelled, we shall refund, at no additional cost to you, the total amount of funds provided by you in connection with a remittance transfer, including any fees and, to the extent not prohibited by law, taxes imposed in connection with the remittance transfer, within three business days of receiving your request to cancel the remittance transfer.

Fees and Taxes

We may charge a fee on every Transaction.

Transaction Fees

Fees relating to the Transaction are fully visible to you before you accept the Transaction. The Transaction Fee is deducted from the Transaction Amount prior to conversion. Transaction Fees do not include any fees that your bank or the Recipient's bank may charge. Those fees may be deducted from your deposit (in the case of your bank) or the delivered amount (in the case of Recipient's bank).

Administration Fee

An Administration Fee may be incurred when your Transaction is refused due to incorrect payment details, regulatory requirements, or any other reason. (This fee is in addition to any amount your bank or the Recipient's bank may assess.) Any Administration Fee will be deducted from your Transaction Amount. Our current Administration Fee for Refused Transactions is 25.00 USD per Transaction.

Taxes

You are responsible for any taxes which may be applicable to payments you make or receive, and it is your responsibility to collect, report and pay the correct tax to the appropriate tax authority.

Service Providers

We use agents, service providers, and third-party vendors to help us deliver the Service to you. For example, Panda Remit manages the Service on our behalf as our service provider. Among other functions, Panda Remit provides customer service and other functions and arranges delivery of funds to Recipient abroad. Panda Remit is registered in Hong Kong as a money service operator and is registered with the Financial Crimes Enforcement Network (FinCEN), as a money services business. Regardless, all services provided by Panda Remit or other agents, third-party vendors, or service providers are performed at our direction and subject to our supervision and control. By using our Services, you explicitly authorize information sharing with our or Panda Remit's agents, third-party vendors, or service providers.

Errors and Compromised User Credentials

Once Transactions have been executed, they cannot be reversed, and, except as expressly set out in this Agreement, the Bank nor Panda Remit will not be liable in any way for any loss you suffer as a result of a Transaction being carried out in accordance with your instructions. **If you believe there to be an error in connection with a Transaction or other problem, then you should notify Panda Remit Customer Service at US@pandaremit.com.**

1. If you think there has been an error or problem with your transfer, you must contact Panda Remit Customer Service at US@pandaremit.com no later than 180 days of the date we promised to you that the funds would be made available to the Recipient. When you do, please tell us as much of the following information as possible:
 1. Your name, phone number, and address;
 2. The error or problem with the transfer, and why you believe it is an error or problem;
 3. The name of the person receiving the funds, and if you know it, their telephone number or address;
 4. The dollar amount of the transfer;
 5. The date you initiated the transfer with Panda Remit; and
2. The law generally requires us to investigate and determine whether an error occurred within 45 days after you contact us, but typically we will conduct this investigation and make a determination within fifteen (15) business days. We will inform you of our determination within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.
3. If your Transaction history shows Transactions that you did not initiate, please contact Panda Remit Customer Service at US@pandaremit.com within 10 days of receiving notice of the transaction. Panda Remit Customer Service must hear from you no later than sixty (60) days after the date we make available to you the periodic statement in which the error appears. If you do not tell Panda Remit Customer Service, you may not get back any of the money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money had you told us in time.
4. Tell Panda Remit Customer Service at ONCE if you believe your user credentials have been compromised. US@pandaremit.com or via WeChat at US Customer Service(美国客服) are the best ways of keeping any losses to a minimum. Compromise of your credentials could allow thieves to access Your Bank Account to make unauthorized payments. If you notify Panda Remit Customer Service within two (2) Business Days, you can lose no more than \$50 if someone uses your use credentials without your permission. If you do NOT tell us within two (2) Business Days after you learn of the compromise of your credentials, and we can prove we could have stopped someone from using your credentials without your permission if you had told us, you could lose as much as \$500.

Business Day

"Business Day" for purposes of this Agreement means any day, other than a Saturday, Sunday, or US federal holiday or New York State holiday, on which the Bank's offices are open for business.

Limitations of Liability

Neither we, Panda Remit, nor any of our agents, affiliates, holding companies, subsidiaries,

employees, officers, directors, service providers, or subcontractors will be liable:

- For losses or damages alleged to result from our failure to properly complete a Transaction;
- For losses or damages alleged to result from our delay in completing a Transaction;
- If, through no fault of ours, you do not have enough money in Your Bank Account or have not timely deposited sufficient funds with us to make the Transaction;
- If your system or device was not working properly during your use of the Service and you knew about the breakdown when you started the Transaction;
- For errors made by you or a Recipient, such as making a transfer to an unintended person or transferring an unintended amount;
- For errors by your bank, such as the provision of incorrect bank account information for Your Bank Account;
- For losses or damage arising from your misuse or inability to use the Service Website or the Panda Remit apps, whether due to reasons within our control or not;
- For losses or damage to you from our inability to complete a Transaction because we are prohibited by law or for losses or damage caused as a result of actions taken due to our obligations under applicable law or order; or
- Due to circumstances beyond our control (such as failure or interruption of telecommunications or data transmission systems) that prevent or affect the Transaction, despite reasonable precautions that we have taken.

Disclaimer of Liability

IN PROVIDING THE SERVICE TO YOU, NEITHER WE NOR ANY OF OUR AFFILIATES, HOLDING COMPANIES, SUBSIDIARIES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SERVICE PROVIDERS OR SUBCONTRACTORS, MAKES ANY EXPRESS WARRANTIES OR REPRESENTATIONS TO YOU WITH RESPECT TO THE SERVICE EXCEPT AS SET OUT IN THIS AGREEMENT, AND ALL IMPLIED AND STATUTORY WARRANTIES AND REPRESENTATIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

IN NO EVENT SHALL WE OR ANY OF OUR AFFILIATES, HOLDING COMPANIES, SUBSIDIARIES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SERVICE PROVIDERS OR SUBCONTRACTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, WHETHER BASED ON NEGLIGENCE, WILFUL MISCONDUCT, TORT, CONTRACT OR ANY OTHER THEORY OF LAW, OR FOR ANY DAMAGES FOR LOSS OF DATA, LOSS OF INCOME, FAILURE TO REALIZE EXPECTED REVENUES OR SAVINGS, LOSS OF PROFITS OR ANY ECONOMIC OR PECUNIARY LOSS.

WE FURTHER DISCLAIM ANY AND ALL LIABILITY FOR ANY GOODS OR SERVICES BOUGHT OR SOLD BY YOU THAT ARE SETTLED THROUGH YOUR PARTICIPATION IN THE SERVICE.

Right of Set-Off

You agree that we are authorized at any time to set-off the funds deposited with us against your debts or liabilities owed to us. We may exercise this right of set-off without notice to you.

Changes to this Agreement

We may amend this Agreement at any time by posting a revised version on the Service Website (a “**Change**”). In the event that there is a Change which happens during the time which we have agreed to perform a Service for you but the Service has yet to be fully completed, the original terms and conditions (prior to any such Change) shall apply until such Service has been fully completed or has been cancelled or terminated in accordance with this Agreement, **except** where a Change is required by applicable law to take effect sooner. For the avoidance of doubt, any Change relating to the addition of a new service, extra functionality or any such change which we believe in our reasonable opinion neither reduces your rights nor increases your responsibilities shall be deemed to be effective immediately. You are recommended to retain a copy of this Agreement at the time a Service is requested for your records. You also may request a copy from us of the version of the Agreement in effect at the time of a particular Transaction that you have requested by emailing us at US@pandaremit.com. Changes to exchange rates shall come into effect immediately without notice and you shall not have the right to object to such a change.

Consent for Electronic Disclosures

The Service is an electronic commerce relationship. In order for the Service to be provided to you, we must have your consent to provide access to required disclosures in electronic format. If you do not consent to electronic disclosure of these documents, then you may not use the Service. Your consent applies to all of the documents we provide to you electronically in connection with the Service, including receipts and notices.

Access to electronic disclosures will be provided by way of the Internet. Your history of use of the Service is available for viewing online from your account on the Panda Remit app. In order to view these disclosures, you will need a hardware device that can access the Internet via modem or other form of connection. Your hardware device must run on an appropriate operating system. You must be able to access the Internet to access our website. Additionally, Internet browser software is required to access the disclosures from a personal computer. In order to use our Services, you must download and use the Panda Remit app which requires Internet access. You are responsible for any charges you incur in order to access the Panda Remit app.

If you require a full printed copy of your transaction history, you can request this by emailing us at US@pandaremit.com.

We recommend you download or print a copy of this Agreement for your records. You may download a copy of this Agreement in PDF format. This document requires Adobe Acrobat Reader or compatible software for viewing.

If you consent to electronic access to documents, we are not required to provide you with paper copies. You may obtain these documents in paper form without charge by printing them yourself. If you decide to withdraw your consent for electronic disclosures, you must notify Panda Remit by emailing at US@pandaremit.com. Such notice will constitute notice of termination of your registration with us and preclude future use of the Service.

Privacy

We treat your privacy seriously. We share your personal information provided in connection with the Service with our agents and service providers to provide you with the Service. Please

see our Privacy Policy, available at <http://www.cfsb.com/privacy/>, for comprehensive information concerning our collection, use and disclosure of your personal information.

Limiting the Services and Termination

We may limit the Services available to you, terminate your registration or suspend or refuse a Transaction at any time, without notice, if we reasonably suspect any security risk associated with your registration or Transaction, or if we terminate your registration for the reasons set out in this Agreement. We will do our best to notify you prior to taking any such action. However, if prior notification is not practicable, we will promptly notify you by email after the suspension. We have no obligation to notify you should such a notification be impossible or unlawful.

Termination

We may immediately terminate your registration and this Agreement at any time without prior notice if in our reasonable opinion:

1. we determine in our sole discretion that you are not eligible to use the Services or that you are using them for an impermissible purpose;
2. you have materially breached the law, the terms of the Agreement or the terms of our referral or promotional programs;
3. you engage in behavior that we in our sole discretion view as suspicious or otherwise of concern;
4. duplicate accounts are opened for the same person;
5. it is impossible to get in touch with you by the telephone number and email address you have provided;
6. you or your bank initiate a chargeback or rejection of an attempted transfer;
7. you are a charitable or non-profit organization.

We may suspend or refuse to execute Transactions if any of the reasons listed in section “Unlawful and Other Impermissible Use” apply to the Recipient of the Transaction.

You may terminate your registration at any time by contacting Panda Remit at Panda Remit by emailing at US@pandaremit.com. Termination, whether by you or by us, shall not affect prior Transactions or (except where required by law) obligations under this Agreement existing at the time of termination. Upon termination, Panda Remit will retain records of your Transaction history in accordance with regulatory requirements both the Bank and Panda Remit’s retention policies.

Applicable Law and Arbitration

This Agreement is entered into in New York. This Agreement and any claim or controversy arising out of or relating thereto, including any claim against Panda Remit in connection with the Service (collectively, a “Claim”) is governed by the laws of the United States and the state of New York, without regard to conflicts or choice of laws principles, whether or not you live in New York.

YOU HEREBY CONSENT TO ARBITRATION OF ALL CLAIMS BEFORE A SINGLE ARBITRATOR. THE ARBITRATOR WILL BE SELECTED AND THE ARBITRATION CONDUCTED PURSUANT TO THE CONSUMER ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. NO “CLASS” OR SIMILAR GROUP ARBITRATION SHALL BE PERMITTED. ALL ARBITRATION HEARINGS OR SIMILAR PROCEEDINGS SHALL BE HELD IN NEW YORK, NEW YORK, ALTHOUGH YOU MAY ELECT TELEPHONIC PROCEEDINGS OR WAIVE ANY HEARING. The AAA Consumer

Arbitration Rules are available for review at: <https://www.adr.org/aaa/faces/rules> (click Rules, then click Consumer Arbitration Rules).

Any arbitral award shall be final and binding and may be enforced by any court of competent jurisdiction.

You understand that, in return for your agreement to this Section, we are able to offer you the Service at the terms designated, and that your assent to this Section is an indispensable consideration to this Agreement. You also acknowledge and understand that, with respect to any Claim:

- **YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY;**
- **YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY SUCH DISPUTE; and**
- **YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY ARBITRATION OR LAWSUIT INVOLVING ANY SUCH DISPUTE.**

This Section is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C.1-16.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision will be deemed to be modified to the minimum extent necessary to make it valid and enforceable and the rest of this Agreement will not be affected. Each of the paragraphs of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Assignment

You may not transfer or assign this Agreement to any other person without our prior written consent. We may assign our obligations to you under this Agreement without your consent or any prior notice.

English Language

This Agreement may be provided to you in English or any other language that we support. For the avoidance of doubt, any non-English version of the Agreement is provided for translation purposes only. In the event that any conflict arises between the English and non-English versions of the Agreement, the English version shall prevail.

Entire Agreement

This Agreement and any document expressly referred to in it constitutes the whole agreement between us and supersedes any previous discussions, correspondence, arrangements, or understandings between us.

Notices to Us

If you have any problems using the Service, you should contact Panda Remit Customer Support at US@pandaremit.com or via WeChat at **US Customer Service(美国客服)**. Any notice of legal

claim or other process pursuant to this Agreement shall be delivered via email through our email LegalNoticiesAndSubpoenas@cfsb.com or via post to:

- Community Federal Savings Bank
89-16 Jamaica Avenue
Woodhaven, New York 11421
Attn: CFSB Compliance